

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT

ST. CLAIR COUNTY, ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS, ex rel  
MICHAEL MAUZY, Director of the Illinois  
Environmental Protection Agency,

Plaintiff,

vs.

MAL LANDFILL CORPORATION, a Delaware  
Corporation and SCA SERVICES OF ILLINOIS,  
an Illinois Corporation, and SCA SERVICES,  
INC., a Delaware Corporation,

Defendants.

ST. CLAIR CO.

E. ST. LOUIS / SCA-MI

FINAL COVER

OLD SITE

NO. 80-MR-13

BOND FORFEITURE

RECEIVED

DEC 08 1980

ILL. E.P.A. - D.L.P.C.  
STATE OF ILLINOIS

US EPA RECORDS CENTER REGION 5



412271

S T I P U L A T I O N  
A N D A G R E E M E N T

NOW COMES the PEOPLE OF THE STATE OF ILLINOIS, Plaintiff  
by Tyrone C. Fahner, Attorney General of the State of Illinois,  
at the request of the ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,  
and MAL LANDFILL CORPORATION, a Delaware Corporation, SCA SERVICES  
OF ILLINOIS, an Illinois Corporation, and SCA SERVICES, INC., a  
Delaware Corporation, Defendants, by its attorneys Mohan, Alewelt,  
and Prillaman and jointly stipulate that:

1. Plaintiff (hereinafter "the Agency") filed the  
above-captioned lawsuit on January 22, 1980.

2. In response thereto Defendants (hereinafter "SCA")  
have filed an answer, and no hearing has as yet been held.

3. The parties hereto have agreed to move the Court  
for the entry of an Interim Order before any further pleadings  
or hearings in this cause.

4. The parties hereto have agreed to the following  
actions:

A. SCA shall, in accordance with this agreement,  
~~perform additional final cover work at the site~~ which is the  
subject of this cause which will include the hauling-in of  
additional clay, and may include the redistribution of clay  
already in place.

B. The clay to be used for the purposes of this  
agreement is to be clay taken from the farmland of Eugene  
Kamadulski located Southeast of the junction of Highways

KM  
PMM ✓  
PCM ✓

111 and 162, Madison County, Illinois. Samples of this clay have been tested by Plaintiff and found to be acceptable cover material so long as the material is removed, spread and compacted in such a manner that it retains the characteristics indicated by Plaintiff's sample test results attached as Exhibit A and incorporated as part of this agreement.

C. ~~The final cover, when complete, will be 24 inches deep of which at least 18 inches will consist of clay.~~

✓ D. In the event clay or soil from any location other than the location referenced in Paragraph B is desired by SCA to be used for cover material, this soil must first be submitted to the Agency for its determination and approval as to whether or not it will be suitable as a final cover material for the site.

E. If SCA redistributes clay already in place, SCA shall not remove clay from areas where present clay depth is 24 inches or less; where present clay depth exceeds 24 inches, SCA may remove the excess over 24 inches.

F. SCA has submitted to the Agency a map showing the site divided into 5 sections; referenced A, B, C, D, and E which has been attached to and made part of this agreement as Exhibit B.

G. ~~SCA agrees to a completion schedule as follows:~~  
~~Final cover on Sections A, B, and E will be completed and~~  
~~certified by December 31, 1980, Section D completed and~~  
~~certified by June 15, 1982, and Section C completed and~~  
~~certified by July 1, 1981.~~

H. Final cover on each section must be completed by the time set out in the schedule described in Paragraph G and in accordance with the requirements set out in Paragraphs A, B, C, D, E, and I of this agreement.

I. The final cover depths on each section will be determined upon completion of that section by ~~soil borings~~  
~~made at 200-foot intervals on a grid pattern~~ and will be certified to the Agency in writing by a Registered Professional Engineer. The beginning point of the grid at which boring is to commence will be selected by Agency personnel. Agency

personnel will be present when final test borings are made on each section. Borings will be indicated on topographical maps, drawn to scale and showing existing conditions which are to be submitted to the Agency by SCA.

J. All maps submitted to the Agency by SCA will be drawn to scale.

K. This Agreement will be submitted to the Court to be adopted by the Court as a consent decree and the Court will retain jurisdiction of this cause for the purpose of enforcing the terms of this Agreement.

L. If final cover work is completed in strict accordance with each and every term of this Agreement, including, but not limited to, the time schedule set forth in Paragraph G, the Agency agrees to move the Court to dismiss this bond forfeiture action.

M. In the event SCA fails to complete application of final cover in accordance with this Agreement and within the time schedule specified in Paragraph G the Agency agrees that it will not reinstitute bond forfeiture proceedings without first giving SCA 30 days notice of non-compliance.

N. If final cover work is not completed in strict accordance with each and every term of this Agreement, including, but not limited to, the time schedule set forth in Paragraph G, the Agency reserves its right to pursue the relief prayed for in its complaint, but specifically limiting any request for relief to the cost required to perform that portion of the work found to be in non-compliance.

O. Both SCA Services of Illinois, Inc., and SCA Services, Inc. specifically agree that the performance bond entered into by SCA Services of Illinois, Inc., as principal/obligor, and SCA Services, Inc., as surety, and the Illinois Environmental Protection Agency as obligee, dated November 28, 1978 is incorporated as part of this agreement and attached hereto as Exhibit C, notwithstanding any provision of said bond to the contrary. It further being agreed that the following provision of said bond is no longer applicable - "No claim or action by reason of any

failure of principal obligor to comply fully with each and every term and condition of the aforementioned Paragraph 21(f) shall be brought on this obligation after March 1, 1980. In the event that no such claim or action is brought on or after March 1, 1980, Principal/Obligor and surety shall be forever released from this obligation."

SCA Services, Inc., (surety), hereby agrees that in the event SCA Services of Illinois, Inc., fails to comply fully with each and every term of this Agreement, SCA Services, Inc., (surety) shall be liable to the Illinois Environmental Protection Agency up to and including December 1, 1981 for an amount not to exceed the cost required to perform that portion of the Agreement found to be in non-compliance, with said costs being secured by the above referenced Performance bond. The attached bond is a true and accurate copy of the original bond referenced above.

DATED AT \_\_\_\_\_ THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 1980.

SCA SERVICES OF ILLINOIS, INC.

BY: Ronald C. Ross  
Title: District Manager

SCA SERVICES, INC.

BY: Robert E. Settlemyre  
Title: Vice Pres.

ENVIRONMENTAL PROTECTION AGENCY

BY: Dellert H. Hagemeyer  
Title: Deputy President



STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF ST. CLAIR)

BEFORE THE POLLUTION CONTROL BOARD  
OF THE STATE OF ILLINOIS

ILLINOIS ENVIRONMENTAL )  
PROTECTION AGENCY, )  
 )  
Complainant, )  
 )  
v. ) PCB 75-327  
 )  
MAL LANDFILL CORPORATION, )  
a Delaware corporation, )  
 )  
Respondent.)

PERFORMANCE BOND

Principal/Obligor, SCA SERVICES OF ILLINOIS, INC.,  
a Delaware corporation duly licensed to transact business in  
the State of Illinois, and Surety, SCA SERVICES, INC., a  
Delaware corporation duly licensed to transact business in the  
State of Illinois, and for good and valuable consideration paid  
by Principal/Obligor to Surety, hereby obligate themselves jointly  
and severally unto Obligee, ILLINOIS ENVIRONMENTAL PROTECTION  
AGENCY, in the sum of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00),  
which sum shall be forfeited only in the event that Principal/  
Obligor shall fail to comply fully with each and every term and  
condition set forth in Paragraph 21-F of the Stipulation and Pro-  
posal for Settlement entered into by and between Principal/

Obligor and Obligee, said Stipulation and Proposal for Settlement being dated August 22, 1978, a true and correct copy of which is attached hereto and made a part hereof as Exhibit "A".

No claim or action by reason of any failure of Principal/Obligor to comply fully with each and every term and condition of the aforementioned Paragraph 21-F shall be brought on this obligation after March 1, 1980. In the event that no such claim or action is brought on or before March 1, 1980, Principal/Obligor and Surety shall be forever released from this obligation.

DATED at St. Louis, Mo. - Eastern Union this 28th day of November, 1978.

ATTEST:

SCA SERVICES OF ILLINOIS, INC.

Samuel M. [Signature]  
Title As Sec.

By [Signature]  
Title PRES.

ATTEST:

SCA SERVICES, INC.

Samuel M. [Signature]  
Title As Sec.

By [Signature]  
Title Pres.